

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII
LEGAL AD DATE: May 15, 1998
INVITATION FOR BIDS
NO. IFB-98-181-O
SEALED BIDS
FOR
FURNISHING
HEAVY DUTY UTILITY TRACTOR, 4-WHEEL DRIVE
WITH SIDE AND REAR FLAIL MOWER AND TRAILER
FOR
DEPARTMENT OF LAND & NATURAL RESOURCES

will be received up to and opened at 2:00 p.m. (HST)
on
May 27, 1998

in the State Procurement Office, Kalanimoku Building, 1151
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be
directed to Alvin Washiashi at telephone (808) 586-0571;
facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-181-O

Name of Company

06/03/96

**HEAVY DUTY UTILITY TRACTOR
WITH SIDE AND REAR FLAIL MOWER
AND TRAILER
DEPARTMENT OF LAND & NATURAL RESOURCES**

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Exact Legal Name of Offeror

Fax No.: _____

Payment address, if other than
Street address at right:

Authorized Signature (Original)

Title

Street Address

Hawaii General Excise Tax Lic.
I.D. No.: _____

City, State, Zip Code

Social Sec. or Federal I.D. No.:

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint
Venture

State of incorporation: Hawaii ____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No

The following bid is hereby submitted:

One (1) only Heavy Duty Utility Tractor, 4-Wheel Drive
and accessories as specified herein:

Make_____

Model No._____

Year of Production_____

Accessories:

Make & Model of Side Mounted
Flail Mower_____

Make & Model of Rear Mounted
Flail Mower_____

Make & Model of Trailer
For Utility Tractor_____

Total Bid Price \$_____

The Utility Tractor shall be delivered as follows within 120 calendar
days from official commencement date on the Notice To Proceed.

Delivery Address

Department of Land & Natural Resources
Makiki Baseyard
2135 Makiki Heights Drive
Honolulu, Hawaii 96822
Attn: Sterling Yong
Ph: (808) 587-0248

Invoicing Address

Department of Land & Natural
Resources
P.O. Box 373
Honolulu, Hawaii 96809
Attn: Sterling Yong
Ph: (808) 587-0248
Fax: (808) 587-0283

Service and Repair Facility on Oahu:

Name _____

Address _____

Telephone _____

Contact _____

Offeror_____

GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

- a. Equipment offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of equipment.
- b. Manufacturer's standard warranty and warranty documents. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual at the time equipment is delivered.
- d. Equipment shall be completely serviced and in full operational condition upon delivery.
- e. Upon delivery, Contractor shall schedule, at the request of the receiving agency, a training and/or maintenance program to demonstrate the proper and safe operation of equipment. This service shall be provided at no additional cost to the State.
- f. Accessory equipment installed on the vehicle shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect workmanship or against all design and manufacturing defects. Warranty documents shall be delivered with the equipment and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- g. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.

MINIMUM SPECIFICATIONS

Heavy Duty Utility Tractor, 4 Wheel Drive

1. Model: 1998 or latest production model, comparable in capabilities, capacities and general qualities to the Kubota, Model M9000 with M125 front loader quick detach w/parking stand, 72" bucket with quick couple and 44" forks w quick couple, canopy top, right side and rear screen.
2. TYPE: 4 wheel drive
3. ENGINE: Diesel powered, water cooled, four (4) cylinders
PTO Horsepower: 90 Horsepower (minimum) at 2600 rpm
Fuel Water Separator: Manufacturer's standard
4. ELECTRICAL SYSTEM: 12 -volt system, complete with battery, alternator or generator and complete key starting assembly
5. TRANSMISSION:
 - a. No. of Speeds: 8 forward, 8 reverse.
 - b. Main gear shift Fully synchromesh, front and rear differential lock.
 - c. Main clutch/ Brake type Dry single plate/Mechanical wet disc
 - d. Mechanical differential lock Standard on 4WD/Standard
6. PTO: Hydraulic independent rear PTO, 540 rpm (minimum) at rated engine speed, with PTO brakes, wet clutch.
Independent front PTO, if a PTO is required to operate the side mounted flail mower.
7. STEERING: Power or power assisted.
8. BRAKES: Internal wet disc service brakes
9. MOWING SPEEDS: Minimum mowing speeds of 0.26 mph to a maximum speed of approximately 16.90 mph or more.
10. TIRES AND WHEELS:
 - Front: Two (2) 12.4 x 24, 6-ply, R-1 tires, Diamond tread all weather or its equivalent capacity and wheels. One (1) spare tire and rim shall be supplied.
 - Rear: Two (2) 18.4 x 30, 6-ply, R-1 tires, Diamond tread all weather or its equivalent capacity and wheels. One (1) spare tire and rim shall be supplied.

11. ROPS: ROPS with full enclosed cab, pressured air conditioning with pulley and V-belt driven air conditioning compressor (no exceptions), left and right side doors (as per OSHA), full vision front and rear windows, swing open left and right side windows, front and rear windshield wipers and washer. Opening of left and right side doors and rear windows shall be fully controlled by gas shocks. The left and right side doors and rear window must be able to be fully opened fully by the operator for ease and safety in getting out of the cab.
12. HYDRAULIC SYSTEM: Shall be of sufficient capacity to operate the side mounted flail mower and rear mounted flail mower efficiently and effectively.
13. HITCH: A rear SAE Category II, 3-point hitch and control shall be provided. Telescopic lower link ends; telescopic stabilizers; crank type lift rod.
14. MANUALS: 2 copies of operator's manual
1 copy service and repair manual
1 copy parts catalogue
1 copy tractor safety video
15. VANDALISM PROTECTION: Engine compartment, battery box, and fuel tank cover shall be furnished with locks.
furnished with locks.
16. NOISE & EXHAUST EMISSION CONTROL SYSTEMS: As required by the Federal Government or State of Hawaii.
17. SAFETY REQUIREMENTS: As required by the Federal Government, or State of Hawaii.
18. SERVICE KIT Service kit to include all necessary filters as required by manufacturer.
19. TRAINING Contractor shall provide training for the proper and safe operation, and maintenance of equipment. This training shall include a minimum of two (2) hours of classroom training and two (2) hours per operator hands on training (maximum of three operators to be trained). This service shall be provided to the State at no additional cost to the State. Contractor shall provide classroom site. Training shall be consistent with OSHA requirements.
20. NOTE: The new unit shall be capable of carrying the factory rated capacity without adverse effects.

ACCESSORIES:

SIDE MOUNTED FLAIL MOWER

1. MODEL: Latest production Vrisimo Heavy duty Orchard Series, Model C2084 or equal.
2. TYPE: Heavy Duty rear mount on Category 2", 3 point hitch, offset, minimum weight: 1,705 ponds w/heavy duty twin flails, 80 each, 1/2 pound per pair; equivalent to the Bomford B80M long reach cutter w/5' head and #02-959-01 drop forged guaranteed unbreakable Boottee Flail blades for grass and brush up to 1-1/2".
3. GENERAL DESCRIPTION: Heavy duty flail unit, hydraulically powered articulated boom operated by front PTO. The unit shall be capable of mowing grass and cutting brush to 1-1/2 inches in diameter. The main boom of the cutter unit shall be mounted between the front and rear wheels and to the right side of the power unit and shall be supported by two cap and cone roller serviceable bearing assembly. The hydraulic control system of this unit shall be separate from the tractor hydraulic system and the cutter head hydraulic circuit. This arrangement shall permit the tractor hydraulic system to be used with other equipment while the specified unit is operating. Full power shall be available to the cutter head even while the head is being positioned with the boom control hydraulic circuit. Each section of the hydraulic system shall have pressure relief valves to allow excessive hydraulic pressure to be released to prevent damage to the unit in the event obstructions are encountered. All pivot point pins shall have grease fittings.
4. CUTTING WIDTH: One (1) 84 inch (minimum) cutter head; 84 inch (minimum) cutting width.
5. OVERALL WIDTH: 96" minimum
6. CUTTING HEIGHT: 0" to 6", adjustable.
7. REACH: 171 inches maximum reach with 44 inch cutter head.
8. KNIVES:
 - a. Heavy duty cutting knives, 4 ox. Each (8 oz per pair) capable of cutting 4" brush.
 - b. Individual knife hangers.
 - c. Anti-wraps to prevent foreign materials from wrapping around the cutting reels.
 - d. Supply of spare blades and hangers delivered with machine.

9. CUTTER HEADS:
- a. To be equipped with steel and rubber front shield (conveyor belt material), including wire guard and front and rear rubber shields (curtain type).
 - b. Full span roller, grease type ball bearing.
 - c. Construction to be of heavy duty thick wall square channel.
 - d. Hydraulic cushion for cutter head, adjustable by operator to suit conditions.
 - e. Mounting of cutter heads should be on a sliding clamp side shift bracket on square tube so that cutter can be shifted closer to the tractor or be positioned at different angles for the full length of the cutter head. Position change via bolt holes unacceptable.
 - f. Hydraulic auto-return safety breakaway, should be on cutter head arm.
 - g. Head to be fitted with quick connector for easy changing.
 - h. The flail side unit when in the travel position shall have a locking device to keep entire unit rigid.
10. COUNTER WEIGHTS: Maximum counter weights required to balance equipment at a 5 degree slope on right side with boom extended to maximum length should be three hundred and six pounds.
11. BOX SCRAPER: Gannon HD44 80-LR or equivalent box scraper w/hinged shanks - 80" width.
12. GEARBOX: Minimum 90 horsepower.
Rotor bearing protection, electronically balanced. Cutter drive-banded, 3-groove pulley Hinged belt/drive box for easy access for service and cleaning, open left or right.
13. MANUALS: 1 copy - service and repair manual
1 copy - parts catalogue
14. SPARE PARTS: 10 Each HS-40 Boottee Flail Heads or equivalent.

Rear Mounted Extension Flail Mower

1. MODEL: Latest product model, Bomford B80M or equivalent long reach flail mower.
2. TYPE: Heavy duty, rear mounted, rear axle/yoke, mounting brackets and #02-959-01 drop forged guaranteed unbreakable Boottee Flail Blades for grass and brush up to 1-1/2", mounted on 4 foot cutter housing and shaft.
3. GENERAL DESCRIPTION: Heavy duty flail unit, hydraulically poered articulated boom operated by PTO. The unit shall be capable of mowing graww and cutting brush to 1-1/2 inches in diameter. 3 extension arms and 1 midsection forward facing arm. Each section of the hydraulic system shall have pressure to be released to prevent damage to the unit in the event obstructions are encountered. All pivot point pins shall have grease fittings. Fully independent hydraulic system with solenoid controls (electric).
4. CUTTING WIDTH: One (1) 84 inch (minimum) cutter head, 84 inch (minimum)
5. REACH: 26 feet 1 inch
6. CUTTER HEADS:
 - a. Supply of spare blades and hangers delivered with machine.
 - b. To be equipped with steel and rubber front shield (conveyor belt material) including wire guard and front and rear rubber shields (curtain type).
 - c. Full span roller, grease type ball bearing.
 - d. Construction to be of heavy duty thick wall squre channel.
 - e. Hydraulic cushion for cutter head, adjustable by operator to suit conditions. Also hydraulic cushion, adjustable on arms. Total of 2 cushions.
 - f. Mounting of cutter heads should be on a sliding clamp side shift bracket on square tube so that cutter can be shifted closer to the tractor or be positioned at different angles for the full length of the cutter head. Position change via bolt holes unacceptable.
 - g. Hydraulic auto return with quick connector for easy changing.
 - h. The flail side unit when in the travel position shall have a locking device to keep entire unit rigid.

Rear Mounted Extension Flail Mower (continued)

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|-----|-----------------------|---|
| 7. | COUNTER WEIGHTS: | Maximum counter weights required to balance equipment on right side with boom extended. |
| 8. | CUTTER DRUM HOUSING: | 1/2" steel plate - Category 2, 3/16" plate steel, with internal gussets at all stress points. |
| 9. | CUTTER HOUSING LINER: | Standard equipment |
| 10. | CUTTER DRUM: | 8-5/8" O.D. with 2-7/16" shafts |
| 11. | BACK ROLL: | 6-5/8" O.D. with 2" shafts |
| 12. | END PLATES: | 1/2" plate steel |
| 13. | TOP SHAFT: | 1-3/8" stress proof |
| 14. | SKID SHOES: | Adjustable and Replaceable |
| 15. | SAFETY SHIELDS: | All moving parts covered. |
| 16. | COMPONENTS: | |
| | 1. PTO SHAFT: | 70 hp U.S. Production |
| | 2. Gear Box Assembly: | 90 hp rating |
| | 3. Drive Belt: | Banded 3 groove |
| | 4. Cutter Drum: | Electronically balanced |
| | 5. Knives: | Heavy duty, heat treated |
| | 6. Bearings: | Hi-capacity, regreasable |
| | 7. A Frame: | 11" offset of center mount |

TRAILER

- | | | |
|-----|--------------------|--|
| 1. | MODEL: | Spec T-8000 with full width ramp hydraulically or manually raised. |
| 2. | CHASSIS: | Heavy Duty Channel |
| 3. | TRAILER DIMENSION: | 8' Wide x 25 foot long |
| 4. | DECK: | Wood |
| 5. | TIRES & WHEELS: | 960-16.5 |
| 6. | AXLE: | Tandem |
| 7. | BRAKES: | Electric Brakes on two (2) Axles |
| 8. | CAPACITY: | 9,999 lbs |
| 9. | LIGHTS: | DOT Lighting |
| 10. | JACK: | 7,000 lbs. Drop leg jack |

TRAILER (continued)

- | | | |
|-----|----------|---|
| 11. | HITCH: | Pintle |
| 12. | PAINTED: | Black |
| 13. | NOTE: | Trailer must be able to transport utility tractor with either side or rear flail mower attachment offered herein. |

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of one (1) Utility Tractor with Side and Rear Flail Mowers and Trailer for Department Of Land and Natural Resources shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island of Oahu.

If bidder does not have a facility on the island of Oahu, he shall arrange with a company on the island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

BID PREPARATION

Offeror Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Unless the Hawaii Revised Statutes (HRS) exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the 1/2% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information of Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Pursuant to Section 103-53.5, HRS, where the offeror is exempted from paying the applicable general excise tax, the price package offered, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax (4%) and the applicable use tax (1/2%). The lowest responsible offeror, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase(s).

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, cost for installation of accessories, modifications of unit and instructional training in the use of the equipment and accessories.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the year of manufacture, the exact manufacturer name and make and model number of equipment offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

Make, Model and Other Information. (continued)

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified may result in rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, the bidder shall submit with the bid, current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of equipment and accessories offered.

Offer Guaranty. Bid security deposit is not required for this bid.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible bidder submitting the lowest Total Bid Price.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

Equipment furnished under this provision shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State may, at any time and by written order, stop delivery of any equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Equipment furnished under these specifications shall be delivered to the location listed on the Offer Form page OF-2 within one hundred twenty (120) calendar days of the official commencement date on the Notice To Proceed. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment.

SPECIAL PROVISIONS

DELIVERY (continued)

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

CERTIFICATES REQUIRED

- a. Notarized Certificate of Bill of Sale for Utility tractor with Rear Flail Mowers, Side Flail Mowers and the Utility tractor trailer.
- b. All certificates and documents necessary to properly register and license the Utility tractor trailer.

Acceptance of and payment for the equipment delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of the Utility tractor trailer; this procedure shall be conducted in the County where the vehicle is delivered.

Contractor shall provide temporary license plates for the Utility tractor trailer which will be used during the interim period prior to the aquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within one hundred twenty (120) calendar days from the official commencement date on the Notice to Proceed as noted in the DELIVERY provision. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Department of Land and Natural Resources
P.O. Box 373
Honolulu, Hawaii 96809
Attn: Mr Sterling Yong

Invoice should reference both the contract number and the Invitation for Bids number.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Contractor shall provide all warranties for the equipment as noted on General Specifications, page S-1.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.